

# City of Asheville North Carolina



REQUEST FOR BIDS AND PROPOSALS  
INFORMAL BID REQUEST NO. **IBR 1042-17**

VARIOUS SIZES - TREE GRATES  
FOR THE CITY OF ASHEVILLE

**BID DUE DATE:**

**Thursday, December 1, 2016  
AT 3:00 PM LOCAL TIME**

(Informal Bid, No Public Bid Opening)

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION  
70 COURT PLAZA, CITY HALL, 1<sup>ST</sup> FLOOR SUITE 100C  
ASHEVILLE, NC 28801  
PHONE: (828) 259-5954  
BEATRICE ABERNATHY, PURCHASING SPECIALIST

BIDS ARE NOT SEALED AND MAY BE  
DELIVERED TO THE PURCHASING DIVISION OFFICE  
LOCATED AT 70 COURT PLAZA SUITE 100C, CITY HALL,  
1<sup>ST</sup> FLOOR, ASHEVILLE, NC 28801, PO BOX 7148 ASHEVILLE, NC 28802  
OR  
EMAILED TO: [BABERNATHY@ASHEVILLENC.GOV](mailto:BABERNATHY@ASHEVILLENC.GOV)

**NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET, THE BID WILL NOT BE CONSIDERED.**

**PLEASE ALLOW SUFFICIENT TIME TO PARK AND PROCEED THROUGH SECURITY**

**REQUEST FOR BIDS AND PROPOSALS FOR  
CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DIVISION**

**Bid Request No. IBR 1042-17****Date: November 15, 2016**

City of Asheville Purchasing Division extends an invitation for the submission of bids to supply the City of Asheville Public Works Department with Various Sizes - Tree Grates. Pursuant to General Statutes of North Carolina, Section 143-131, bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the City of Asheville Purchasing Division, 70 Court Plaza, City Hall, 1<sup>st</sup> Floor, Suite 100 C Asheville, NC until 3:00 p.m. Thursday, the 1st day of December, 2016.** This is not a public bid opening, bids are simply due by this date and time at the specified location.

TERMS: Net 30 Days  
DELIVERY: ASAP - Bidder Specify Best Delivery

CITY OF ASHEVILLE, N. C.  
Beatrice Abernathy, Purchasing Specialist  
(828) 259-5954

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**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

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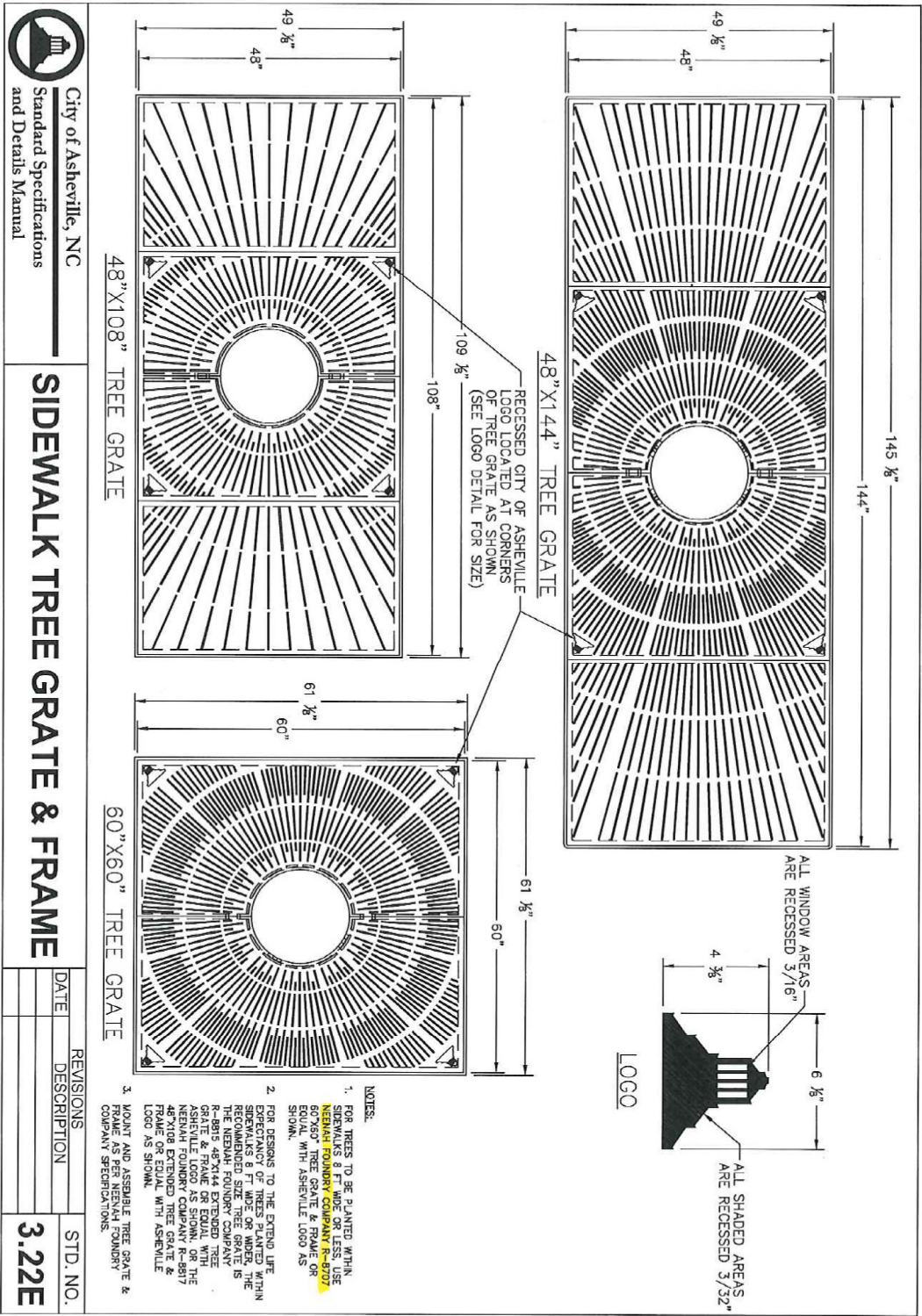
NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

		<p><b>VARIOUS SIZES - TREE GRATES FOR THE CITY OF ASHEVILLE PUBLIC WORKS DEPARTMENT, STREET DIVISION PER THE ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS.</b></p> <p>Minimum 6 month contract to establish a vendor to provide Various Sizes - Tree Grates for the City of Asheville Public Works Department, Street Division. <u>Firm pricing is requested for a minimum term of 6 months with the option to extend pricing for two (2) additional six (6) month period(s).</u></p> <p>PLEASE CONTACT BEATRICE ABERNATHY, PURCHASING SPECIALIST, BY E-MAIL WITH ANY QUESTIONS REGARDING THE BID AT <a href="mailto:BABERNATHY@ASHEVILLENC.GOV">BABERNATHY@ASHEVILLENC.GOV</a></p>			
Company Name		Bid Submitted By (Signature)			
Address		Printed Name and Title			
City State Zip		Email Address			
Telephone No.		Fax No.			
Web Address		Federal Taxpayer ID No.			
Delivery to City _____ calendar days after receipt of order		Payment Terms: Net _____ Discount: _____ % Net _____			

**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
INFORMAL BID REQUEST**

Item No.	Quantity	Description	UOM	Unit Price	Extension
1	EST 25	60" X 60" Tree Grate <u>without</u> Frame; Neenah Foundry R-8707 or Equal; Per attached drawing for 60" x 60" Tree Grate and City of Asheville Standard Specifications  Manufacturer: _____  Product No.: _____	EA	\$ _____	\$ _____
2	EST 5	48" x 108" Tree Grate <u>without</u> Frame; Neenah Foundry R-8817 or Equal; Per attached drawing for 48" x 108" Tree Grate and City of Asheville Standard Specifications  Manufacturer: _____  Product No.: _____	EA	\$ _____	\$ _____
3	EST 5	48" X 144" Tree Grate <u>without</u> Frame; Neenah Foundry R-8815 or Equal; Per attached drawing for 48" x 144" Tree Grate and City of Asheville Standard Specifications  Manufacturer: _____  Product No.: _____	EA	\$ _____	\$ _____
Company Name			Bid Submitted By:		

The original drawing for this item (copy below) can be found at the following link, on page 155.  
<http://www.ashevillenc.gov/Portals/0/city-documents/publicworks/StandardSpecificationsandDetailsManual06142016.pdf>



**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
INFORMAL BID REQUEST**

**TERMS AND CONDITIONS**

1. **DETAILED SPECIFICATIONS:** Detailed specifications are included within the bid request. Bids are to be submitted in accordance with these Specifications and Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached Specifications and Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, Terms and Conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Purchasing Division, 70 Court Plaza, Suite 100C, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address.
4. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be in writing and emailed to Beatrice Abernathy, [babernathy@ashevillenc.gov](mailto:babernathy@ashevillenc.gov), Purchasing Specialist with the City of Asheville Purchasing Division. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. **Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.** The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from any source are of no effect.
6. **GENERAL REQUIREMENTS:** The proposed product shall be new, unused and manufacturer's latest production model or production model specified and furnished complete and ready for use as required by the terms of these specifications.
7. The City of Asheville reserves the right to postpone bid openings for its own convenience. In the event of **inclement weather** and the City offices are closed, the bid opening will be held at 3:00 p.m. the next business day that the City Offices are open. Please check the city's website for details: <http://AshevilleNC.gov/bids>
8. **BLACK OUT PERIOD:** Vendors must not make any contact with any City of Asheville Personnel other than those listed in the bid between the date the bid is issued and the actual bid due date to ensure fairness to all vendors. There will also be no vendor contact during the evaluation period until after the bid award, unless the City has a need to seek clarification from a vendor regarding their bid.
9. **GOVERNING LAW AND JURISDICTION:** The parties acknowledge that this Agreement is made and entered into in Asheville, North Carolina, and will be performed in Buncombe County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Buncombe County, North Carolina.



10. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
11. **ASSIGNMENT:** During the performance of the contract, the successful bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville. In the event of assignment, an assignability letter must be sent to the City of Asheville Purchasing Division.
12. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bids and Proposals and any addenda thereto, plus the issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.
13. **OPTION TO PURCHASE ADDITIONAL REQUIREMENTS:** Subject to the successful bidder's acceptance, the City reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this Request for Bids and Proposals.
14. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
15. **VENDOR APPLICATION AND LICENSES:** Bidders are asked to submit a vendor application and return it with bid response. Bidders may download the form from the City's website at the following link: <http://www.ashevilenc.gov/Bids>. Select "Vendor Application" located at the bottom of the page. Directions for submittal are available on this page. Please include commodity codes on your application.

**NC Certificate of Authority:** All out of state vendors are required to have a NC Certificate of Authority. If you already have a certificate please submit with your bid. If you do not have one you must apply once you are awarded the bid. You may register with the State of NC at: <http://www.secretary.state.nc.us/corporations/forms.aspx?itemid=5465493&type=businesscorporation> and submit a copy to Purchasing immediately.

**E-Verify Employer Compliance:** Per NC HB 786 Session Law 2013-418, Employers and their subcontractors with 25 or more employees as defined, must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program and can be accessed via this link: <http://www.uscis.gov/e-verify/employers>.

#### **Iran Divestment Act of 2015**

Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Request for Quote which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated every 180 days.

16. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.
17. **ADDENDUM:** If it becomes necessary to revise any part of the bid, a written addendum will be posted for all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their proposal. All addenda are to become a part of the bid documents and subsequent contract award(s). Addenda must be signed and returned for bid to be considered.
18. **PREPARATION OF FORMS:** All bids must be submitted on the forms provided. Figures should be written in **ink or typewritten**. Any changes on the original bid should be made in ink and initialed by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
19. **DEADLINE FOR RECEIPT OF BIDS:** The date and time of the bid opening are specified in the bid document. Bids received after that time will not be considered.

20. **SUBMITTAL OF BIDS:** Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.

Bids can be e-mailed to [babernathy@ashevillenc.gov](mailto:babernathy@ashevillenc.gov) or in person.

Bids delivered by courier or in person should be addressed to:

CITY OF ASHEVILLE PURCHASING DIVISION,  
70 COURT PLAZA, C  
1<sup>ST</sup> FLOOR, Suite 100 C, City Hall  
ASHEVILLE, NORTH CAROLINA 28801.

USPS Mail must be addressed to:  
City of Asheville Purchasing Division  
P.O. Box 7148  
Asheville, NC 28802

(Please be aware that USPS may take an additional day to get to us)

Bids will be received until **3:00 p.m.** on the date set in the bid. Please note **IBR 1042-17** on the mailing envelope as well as the bid envelope. When submitting **multiple or Alternate bids**, each bid must be submitted in separate envelopes to be considered.

Bidders to submit one (1) **original bid package and one (1) complete copy for each bid IF submitted by mail.**

21. **DELIVERY OF MATERIALS:** Delivery shall be made F.O.B.: Streets & Sidewalks, Bld E, City of Asheville 171 S Charlotte Street, Asheville, NC 28801.
22. **QUALITY:** At its option, and in lieu of immediate termination, the City of Asheville may request the awarded bidder to repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, the awarded bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve awardee bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
23. **Minority Business Plan:** The City of Asheville has a Minority Business Plan to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of success in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to, Brenda Mills, Office of Economic Development, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 259-8050 or by e-mail at [bmills@ashevillenc.gov](mailto:bmills@ashevillenc.gov). You can access a listing of certified minority firms at either <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx> (State of North Carolina's VendorLink search) or [www.doa.state.nc.us/hub](http://www.doa.state.nc.us/hub) (Link for Office of Historically Underutilized Businesses to search for HUB vendors directly). **Registered minority bidders are notified that they must show proof of minority or woman business status if they are not registered with the NC Office of Historically Underutilized Businesses. The City recognizes other minority registrations as well for our outreach efforts.** It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.
24. **BIDDERS QUALIFICATIONS:** By submittal of a bid, the bidder represents that they are fully experienced and properly qualified to provide equipment and services as requested herein, and that they are properly licensed, equipped, organized and financed to perform such service.
25. **DELINQUENT AD VALOREM TAXES:** Bidders/Vendors please note that City Policy adopted by City Council Resolution No. 93-139 prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.
26. **FALSE OR MISLEADING STATEMENTS:** If in the City's opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the vendor the entire proposal may be rejected.

27. **EVALUATION**: The evaluation of bids is based on the lowest, responsive, (responsible) bidder that meets specification requirements and taking into consideration past performance, service record, and reliability if applicable. The City reserves the right to waive minor deviations in its judgment, if to do so would be in the best interest of the City based upon NC General Statute 143-129.

The City reserves the right to contact a Bidder for clarification or to solicit information from any available source concerning any aspect of a Bidder's response.

All bids shall be made firm for no less than sixty (60) days following the bid opening date.

Discount terms are NOT a consideration in award.

The City of Asheville reserves the right to accept or reject any or all bids and specifically reserves the right to make the award in the best interest of the City of Asheville

Upon completion of bid evaluation, notification of award letter will be sent to successful bidder followed by a purchase order.

28. City requests all bids be made firm for no less than thirty (30) days.

29. **INVOICES AND PAYMENTS**: ALL INVOICES AND PACKAGES MUST BEAR THIS PURCHASE ORDER NUMBER. Rejected materials will be returned to the Vendor at the Vendor's risk and expense. Cash discounts will be deducted as provided herein, or in accordance with the terms of your quotation or bid. DISCOUNT PERIOD WILL DATE FROM RECEIPT OF INVOICE OR RECEIPT OF GOODS, WHICHEVER IS LATER. NET PURCHASES WILL BE PAID 30 DAYS FROM DATE OF YOUR INVOICE. The City is exempt from Federal Excise Tax but is not exempt from State and Local Sales Tax. This tax must be shown as separate items on invoices. Purchases for resale are covered by resale exemption No. 901-1-011-12821. **ALL INVOICES ARE TO BE SENT TO: CITY OF ASHEVILLE ACCOUNTING DIVISION, P.O. BOX 7148, ASHEVILLE, N.C. 28802**